

Town of Whitestown Uniform Contract for Services

American Structurepoint, Inc.

Service Provider

Professional Engineering Services

Type of Service

This Uniform Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as "Whitestown"), and American Structurepoint, Inc. (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

SECTION IV. GENERAL PROVISIONS.

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not

insured in any manner by Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event the Whitestown subsequently uses the documents or materials without retaining the services of Contractor, Whitestown releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. Whitestown, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor from claims and causes of action asserted by any third person or entity to the extent such arises from the Whitestown's subsequent use of the documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law

or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

- 4.10 Indemnification. Contractor agrees to indemnify, defend (except in the case of a professional liability claim to the extent prohibited by I.C. § 26-2-5-4), and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission, error or omission of, or by any recklessness or misconduct by, Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Whitestown will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.

- 4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240
Attn: Willis R. Conner

To Whitestown:

Town of Whitestown
 Whitestown Municipal Complex
 6210 S 700 E
 Whitestown, IN 46075
 Attn: Town Manager

- 4.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Whitestown. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Whitestown may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Whitestown or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Whitestown for such costs. Whitestown may withhold payments on disputed items pending resolution of the dispute.
- 4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Whitestown.
- 4.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 4.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations

thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 Waiver. Whitestown's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Whitestown's rights or remedies.
- 4.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 4.19 Attorneys' Fees. Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 Whitestown Officials. No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 Successors and Assigns. Whitestown and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

SECTION V. INTERPRETATION AND INTENT.

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Whitestown or Contractor, the document or

provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.

- 5.03 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.
- 5.04 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Town of Whitestown, Indiana and/or
Whitestown Municipal Utilities ("Whitestown")

("Contractor")

By: _____

Printed: _____

Title: _____

Date: _____


3010408

By: _____

Printed: Steven J. Davidson, PE

Title: American Structurepoint, Inc.

Date: 6/23/2020

DocuSigned by:

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AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

June 3, 2020

Mr. Jason Lawson
Town Manager
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown, Indiana 46075

Dear Mr. Lawson and Selection Committee,

Whitestown is an extraordinary community that is growing rapidly. The intersection improvements at Main Street and Albert S. White Drive will play a fundamental role in enhancing roadways for both vehicles and pedestrians. To accomplish the Town's goals, you will need a partner who not only understands you, but also utilizes an innovative and comprehensive approach that leaves no stone unturned.

Our Familiarity with the Area

Recently, American Structurepoint has completed the design and inspection of the CR 400 S Connector project located at the planned project intersection. Our knowledge of these improvements will provide you with knowledge no other consultant can provide. We understand the foundation for these improvements and have worked with the project stakeholders, which will help us streamline this project for you. As part of the CR 400 S Connector project, we performed an intersection alternatives analysis at this intersection. This analysis looked at the feasibility and impacts of constructing a multi-lane roundabout at this intersection. We are ready to build on this analysis and design the roundabout intersection.

Project Savings

As previously mentioned, we have just completed design and inspection of the CR 400 S Connector project. We will use the information from this project to provide Whitestown with beneficial cost savings. These cost savings will be realized through reduced survey footprint. We will supplement the survey from the CR 400 S Connector project only as needed, rather than survey the entire project footprint. We will also use the geotechnical analysis and pavement design recommendations from the CR 400 S Connector project allowing us to avoid re-performing these services. Lastly, because of our familiarity with the growing nature of this area and the project area, we will be able to communicate efficiently with both the Town of Whitestown and adjacent property owners.

Transportation and Utility Experience

American Structurepoint works creatively to provide more than just intersection improvements. Our work serves as the foundation for the entire transportation process, from concept and design, to project financing, to traffic and interchange analysis services, to long-range planning. The diverse skills that we offer will allow us to provide a complete solution to Whitestown. One of the primary services we will provide is utility coordination. American Structurepoint recognizes the importance of coordinating regularly with utility companies to successfully complete many projects, and we further understand that this will be an important part of Whitestown's intersection improvements. We have a thorough understanding of the



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9025 RIVER ROAD, SUITE 200
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procedures and have created an in-house process for utility coordination to define processes and improve efficiencies.

Our knowledge of this project and our understanding of the area will allow us to hit the ground running upon award. We will provide solutions based on a comprehensive understanding of the project and area. Additionally, with our experience in handling multi-faceted transportation projects, we will efficiently coordinate the logistics of this project revolving around community development, safety, and maintenance of traffic. The American Structurepoint team has the desire, knowledge, and capacity to provide you with the professional expertise to complete this intersection improvement project. We are positioned and staffed to accept this project when the selection is made. We look forward to the opportunity to work with you.

Very truly yours,
American Structurepoint, Inc.

Steven J. Davidson, PE
Executive Vice President

SJD:mmm

Attachments



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

June 10, 2020

Jason Lawson
Town Manager
Whitestown Municipal Complex
6210 Veterans Drive
Whitestown, Indiana 46075

Re: Main Street and Albert S. White Drive Roundabout Design Services
Proposal No. 2018.01811.0001

Dear Mr. Lawson,

American Structurepoint, Inc. (Consultant), is pleased to provide the following proposal for engineering and road design plans, preliminary opinions of probable construction cost, and other submittal documents for the improvements of a roundabout at the intersection of Main Street (CR 650 E) and Albert S. White Drive (CR 400 S) in Whitestown, Indiana.

PROJECT SCOPE

A. PROJECT MANAGEMENT

The Consultant shall coordinate and manage the efforts of subconsultants. The Consultant shall assemble all contract documents provided by the subconsultants into one set of contract documents for bidding. The Consultant shall provide quality assurance of all documents provided by the subconsultants.

B. TOPOGRAPHIC SURVEY

The Consultant shall provide the field survey required for preparation of design plans in conformance with the requirements of Chapter 106 of the Indiana Department of Transportation (INDOT) Design Manual (Survey Manual).

1. The survey limits are generally described below, and as shown in Attachment A:
 - a. Main Street – the survey from the CR 400 S Connector project will be used. No additional survey along Main Street is anticipated at this time.
 - b. Albert S. White Drive
 - 1) 200 linear feet of supplemental survey from the CR 400 S. Connector project will be required 300 feet west of the intersection with a survey width of 120 feet.
 - 2) 500 linear feet of survey will be required east of the intersection with a survey width of 160 feet.
2. The Consultant shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-



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way and recorded easements. The Consultant will not be responsible for damages resulting from a utility company who does not respond or for utilities that are not marked or that are mismarked.

C. ROAD DESIGN AND PLAN DEVELOPMENT

1. The Consultant shall prepare Preliminary Plans (40% submission), Stage 3 (90% submission), and Final Tracings (100% submission) plans, special provisions for the specifications, and opinions of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, Town of Whitestown roadway standards, and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions. The opinion of probable cost for construction shall be prepared as described in Paragraph K.
 - a. The road design limits are generally described as follows, and as shown in Attachment A:
 - 1) Along Main Street from 300 linear feet south of the Albert S. White Drive intersection extending north along Main Street not more than 700 linear feet.
 - 2) Along Albert S. White Drive from 500 linear feet west of the Main Street intersection extending east along Albert S. White Drive not more than 1,000 linear feet.
 - b. The anticipated project design scope is described below:
 - 1) A multi-lane roundabout intersection improvement at the intersection of Main Street and Albert S. White Drive. The multi-lane roundabout will be designed based on traffic analysis recommendations. The roundabout will be designed to accommodate the Indiana Design Vehicle (IDV), which is a WB-67, assuming the IDV will require the use of all circulating lanes for movements through the roundabout.
 - a) The crosswalks within the roundabout will be designed with a brick paver surface.
 - b) Roundabout lighting design will be provided for each design submittal.
 - 2) 700 linear feet of general road design along Main Street with a roadway typical section anticipated to include:
 - a) Two 12-foot travel lanes with a raised median (roundabout splitter island). Main Street is planned to be a two-lane section, with a two-way-left-turn-lane in the future.
 - b) 10-foot multi-use (HMA) path along the west side of Main Street matching the existing trail already in place.
 - c) 5-foot concrete sidewalk along the east side of Main Street.
 - d) The typical section for Main Street will be in accordance with the Town of Whitestown Standard Details for an Arterial Roadway.



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- 3) 800 linear feet of general road design along Albert S. White Drive with a roadway typical section anticipated to include:
 - a) Four 12-foot travel lanes with a raised median (roundabout splitter island).
 - b) West of the Main Street intersection, the existing pedestrian facilities will be modified as minimally as possible to connect to the roundabout intersection improvements.
 - c) 10-foot multi-use (HMA) path east of the intersection improvements within the project limits
 - d) 5-foot concrete sidewalk east of the intersection improvements within the project limits
 - e) The typical section for Albert S. White Drive will be in accordance with the Town of Whitestown Standard Details for a Major Arterial Roadway.
- 4) Public Drive Approach design at Tartan Trail to connect Tartan Trail to the roadway improvements for the intersection reconstruction.
- 5) Roadway Storm Sewer Design (does not include detention or storm water quality design, see "Excluded Services").

D. TRAFFIC SERVICES

The Consultant shall collect 6-hour peak hour turning movement counts at the study intersection for use in preparing traffic volume projections for interim and design years. The Consultant shall perform capacity analysis of the intersection in the design year for a build (roundabout) and no-build alternative. Should the design year capacity analysis indicate a multi-lane roundabout is favorable, an interim year analysis of said roundabout will be performed by the Consultant. All findings and recommendations shall be documented in a summary memorandum.

E. LANDSCAPING ARCHITECTURE SERVICES

The Consultant will perform landscape design and plan development services for the center island of the proposed roundabout.

1. Attend project kick off meeting with Town of Whitestown and design representatives to discuss the design intent of the roundabout's center island.
2. The Consultant will prepare up to two conceptual planting plans for the center island. Conceptual planting plans will be presented in a fully rendered, two-dimensional format and will illustrate design intent, color palettes, plant type, and quantities.
3. Following the approval of the conceptual planting plan, the landscape architect will coordinate with both the Town of Whitestown and the design engineer to finalize design and installation requirements. The landscape architect will be available during this time to discuss the aesthetic elements and their incorporation into the overall project as needed.
4. The Consultant will provide irrigation design services for the center island.



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5. The Consultant will prepare contract bid documents suitable for use in bid letting of the project. The plans at a minimum will include planting plans, planting details, irrigation plans, irrigation details, quantities, special provisions/specifications, and an opinion of probable cost.

F. ENVIRONMENTAL SERVICES

The Consultant's scope of services for Environmental Services is as follows:

1. Wetland Delineation and Waters of the U.S. Report
 - a. Records Review
 - 1) Review USGS Topographic mapping to evaluate shape and elevation of the land, drainage patterns, and vegetation, associated with the study area and surrounding area.
 - 2) Review the National Wetland Inventory mapping maintained by the US Fish and Wildlife Service to evaluate any potential baseline wetland mapping already established for the study area.
 - 3) Review high-resolution orthophotography from the Indiana Geographic Information Council to evaluate land use of the study area and surrounding area, and other features such as waterways, drainage patterns, flooding, or dark coloration of surface soils indicating hydric soils.
 - 4) Review the Boone County Soil Survey to determine soil classification and drainage features within the study area.
 - 5) Prepare a written summary of the records review, including narrative description of physical setting of the study area.
 - b. Field Reconnaissance of the Study Area
 - 1) Investigate and evaluate site in compliance with the Corps of Engineers Manual for Wetland Delineation.
 - 2) Collect the appropriate number of data points to sufficiently document the presence and/or absence of wetlands and their boundaries based on an assessment of plants, soils, and hydrology observed on the site.
 - 3) Identifying any drainage channels and assess their habitat using the methodology described in the Methodology Described in the Methods for Assessing Habitat in Flowing Waters: Using the Qualitative Habitat Evaluation Index (QHEI) Manual (Rankin 1995 and 1989; and plats et al, 1983).
 - 4) Photo-document the study area, including all data points, aquatic resources, and drainage features.
 - c. Prepare Evaluation and Report
 - 1) Prepare a written report summarizing the results of the records review and field reconnaissance consistent with the 1987 US Army Corps of Engineers Wetland Delineation Manual, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.



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- 2) Include the Environmental Professional's opinion of the jurisdictional analysis of the aquatic resources identified in the study area.

G. MEETINGS

The Consultant shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The Consultant will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One scope meeting with Owner
2. One design meeting with the Owner following submittal of Preliminary Plans (40%)
3. One meeting with utilities in addition to the field check
4. One design meeting with the Owner following submittal of Final Plans (90%)
5. One preconstruction meeting

H. UTILITY COORDINATION

The Consultant shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

The Consultant will attend an on-site preliminary field check meeting at the appropriate time (40 percent complete plans) during the design phase.

I. RULE 5 PERMIT

The Consultant shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for Construction.

J. BIDDING PHASE SERVICES

The services for this phase will include answering questions from potential bidders, issuing addenda as appropriate, attending the pre-bid conference, answering contractor questions, and participating in the evaluation of the bids for award.

K. GEOTECHNICAL AND PAVEMENT DESIGN SERVICES

The Consultant does not anticipate the need for geotechnical or pavement design services at this time. Instead of performing these services for this project, the Consultant will utilize the geotechnical and pavement design data from the CR 400 S Connector project. The pavement design from the CR 400 S Connector project was an 11-inch HMA pavement on chemically modified subgrade with pavement underdrains.

L. OPINION OF PROBABLE COST FOR CONSTRUCTION

The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work



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necessary in connection therewith, but will not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used will be in accordance with the methods used by INDOT.

M. DELIVERABLES

Upon completion and final approval of the services by the Owner, the Consultant shall deliver to the Owner the following:

For Final Road Plans:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 22-x 34-inch sheets.
2. One set of plan sheets in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
3. One set of Special Provisions for the Specifications
4. One copy of the opinion of probable construction cost

Additional general data will be issued at the mutual agreement of the Consultant and the Owner. The Consultant does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the Consultant.

N. CONSTRUCTION PHASE DESIGN SERVICES

1. The Consultant shall review all shop drawings for this Agreement during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The Consultant's review will be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
2. Following the award of a construction contract, the Consultant will be responsible for attending the preconstruction meeting.
3. During the course of construction, the Consultant shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Consultant's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Consultant shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.



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4. As needed and directed by the Owner, the Consultant shall perform construction-phase utility coordination services.

O. EXCLUDED SERVICES

The following items are excluded from the scope of services but may be added if requested by the Owner.

1. Stormwater detention design and analysis
2. Stormwater quality design and analysis
3. Culvert design and analysis
4. Landscape and/or streetscape design beyond roundabout center island landscape design
5. Engineering Assessment
6. Retaining wall design
7. Public or private utility relocation design
8. Parking lot lighting design or analysis
9. Roadway corridor lighting design
10. Railroad Coordination
11. Stormwater permitting for IDEM 401 and Army Corps 404
12. Right-of-Way Engineering Services
13. Land acquisition services
14. Subsurface Utility Engineering Services
15. Mitigation Services
16. Geotechnical Services
17. Pavement Design Services
18. Traffic Simulations
19. Intersection Safety Analysis
20. Survey work for construction staking, descriptions/exhibits for right-of-way or easement, or as-builts.
21. Preparation of appropriate permit applications required for potential impacts to delineated water resources.
22. Construction Inspection Services

If Owner requests a significant change to the design of any project element after approval of the Preliminary Plans (40% submission), the Consultant and Owner will discuss such change and mutually determine if such change shall be considered additional services for an additional fee provided the Owner's request is not a result of errors, or omissions for which the Consultant is responsible. Owner and Consultant shall negotiate in good faith to determine the scope of the change and associated additional design fee.



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P. INFORMATION AND SERVICES PROVIDED BY OWNER

The Owner shall furnish Consultant with the following:

1. Criteria for design and details for signs, signals, lighting, roundabouts, highway, structures, etc.
2. Specifications and standard drawings applicable to the project
3. All written views received by the Owner pertinent to the location and environmental studies
4. Traffic assignments and projections to design hour volumes
5. Available data from the transportation planning process
6. Plans of existing storm sewer systems within the project limits, if available
7. Any stormwater analysis performed for systems existing in or around the project limits
8. Utility plans available to the Owner covering utility facilities and underground conduits within or adjacent to the project limits
9. Guarantee of access to enter upon public and private lands as required for the Engineer to perform services under this Agreement.
10. All legal services as may be required for development of the project
11. An Owner representative with decision-making authority for inquiries
12. Payment of all permit and review fees required by agencies having jurisdiction over this project



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SCHEDULE

All services by the Consultant under this agreement shall be completed and delivered to the Owner for review and approval within the following approximate time periods, exclusive of Owner's review time.

For the purpose of contract control, the services will be submitted by the Consultant to the Owner.

- A. Topographic Survey complete within 60 calendar days after receipt of notice to proceed from the Owner.
- B. Environmental Services
 - 1. Waters of the U.S. Report within 30 calendar days after receipt of notice to proceed from the Owner.
- C. Roadway Design and Plan Development
 - 1. Preliminary Plans (40% submission) for review and utility coordination within 60 calendar days after survey is complete and after receipt from the Owner to proceed with design.
 - 2. Stage 3 Plans (90% submission) within 60 calendar days after receipt from the Owner of approval of the Preliminary plans.
 - 3. Final Tracings (100% submission) with Opinion of Probable Construction Cost, Bid Documents, and Special Provisions within 30 calendar days after receipt from the Owner of approval of the Stage 3 Plans.



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COMPENSATION

1. The Consultant shall be compensated for services to be performed under this Agreement a total fee not to exceed \$213,180 unless approved in writing by the Owner.
2. The Consultant shall be compensated for basic services to be performed under this Agreement on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed \$203,180 unless approved in writing by the Owner.
 - a. Topographic Survey \$11,200
 - b. Road Design and Plan Development \$119,000
 - c. Traffic Analysis \$7,100
 - d. Landscape Architecture \$9,900
 - e. Environmental Services \$3,200
 - f. Meetings \$10,000
 - g. Utility Coordination \$22,500
 - h. Rule 5 Permit \$9,655
 - i. Bidding Services \$10,625
3. For construction phase design services, the Consultant will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by approved hourly rates, plus reimbursable expenses at their direct cost. The hourly rates for construction phase design services are shown in Attachment B. The fees for construction phase design services will not exceed \$10,000 unless and until a supplemental agreement is executed.

If payment is not made within thirty (30) days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

The services listed above represent the total scope of services as we understand it at this time. Should the need for additional services arise, we are able to provide them for a supplemental fee.

Mr. Lawson, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are agreeable, please provide us with an Agreement for review and signature. Once fully executed, we will consider that our notice to proceed.



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If you have any questions, please feel free to contact our office at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Steven J. Davidson, PE
Executive Vice President




SJD:mmm

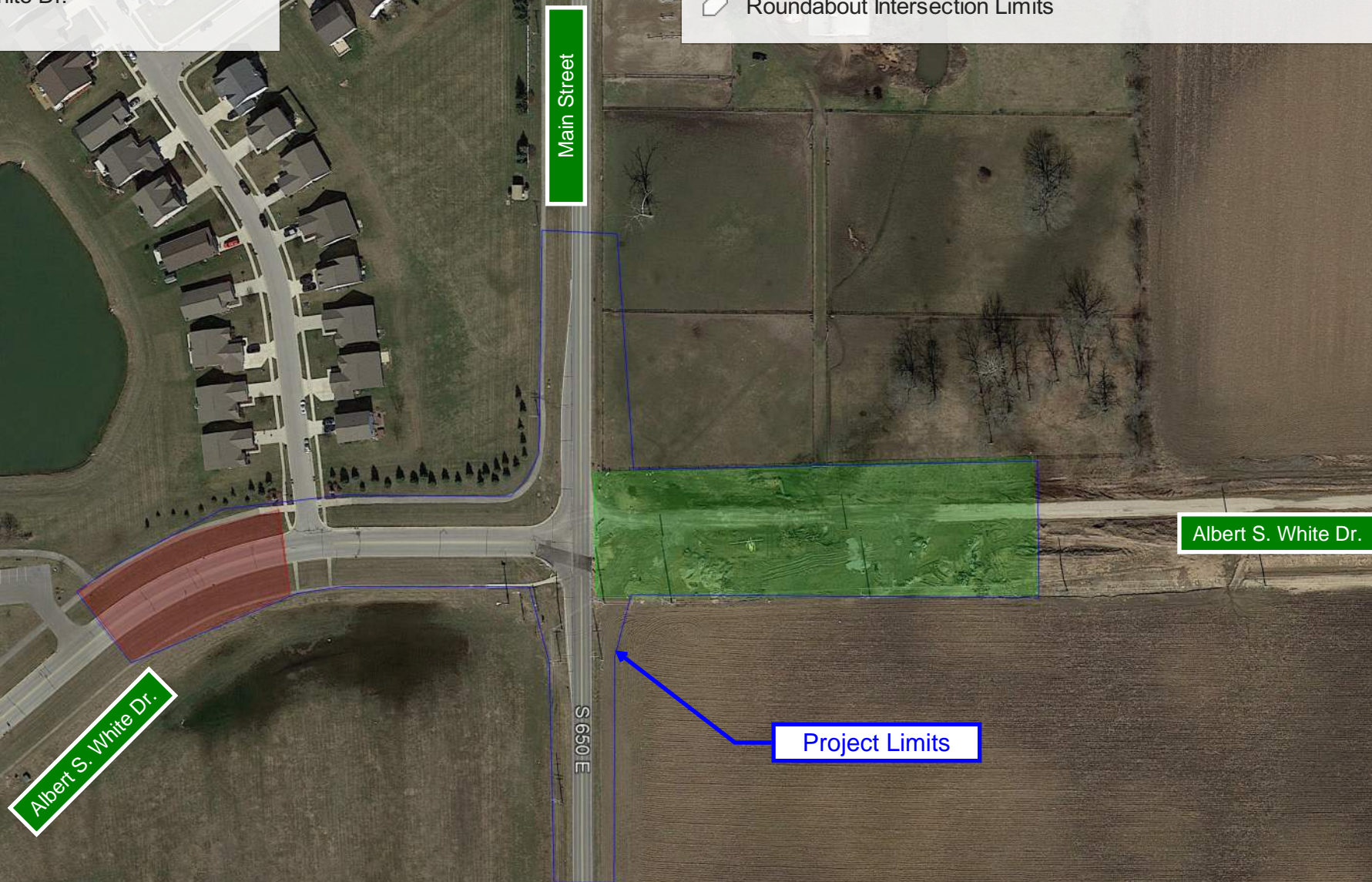
Attachments

Attachment A

Roundabout Intersection Improvement
Main Street (CR 650 E) &
Albert S. White Dr.

Legend

-  Main St & Albert White - Roundabout - Supplement Survey Area 1
-  Main St & Albert White - Roundabout - Survey Area 2
-  Roundabout Intersection Limits



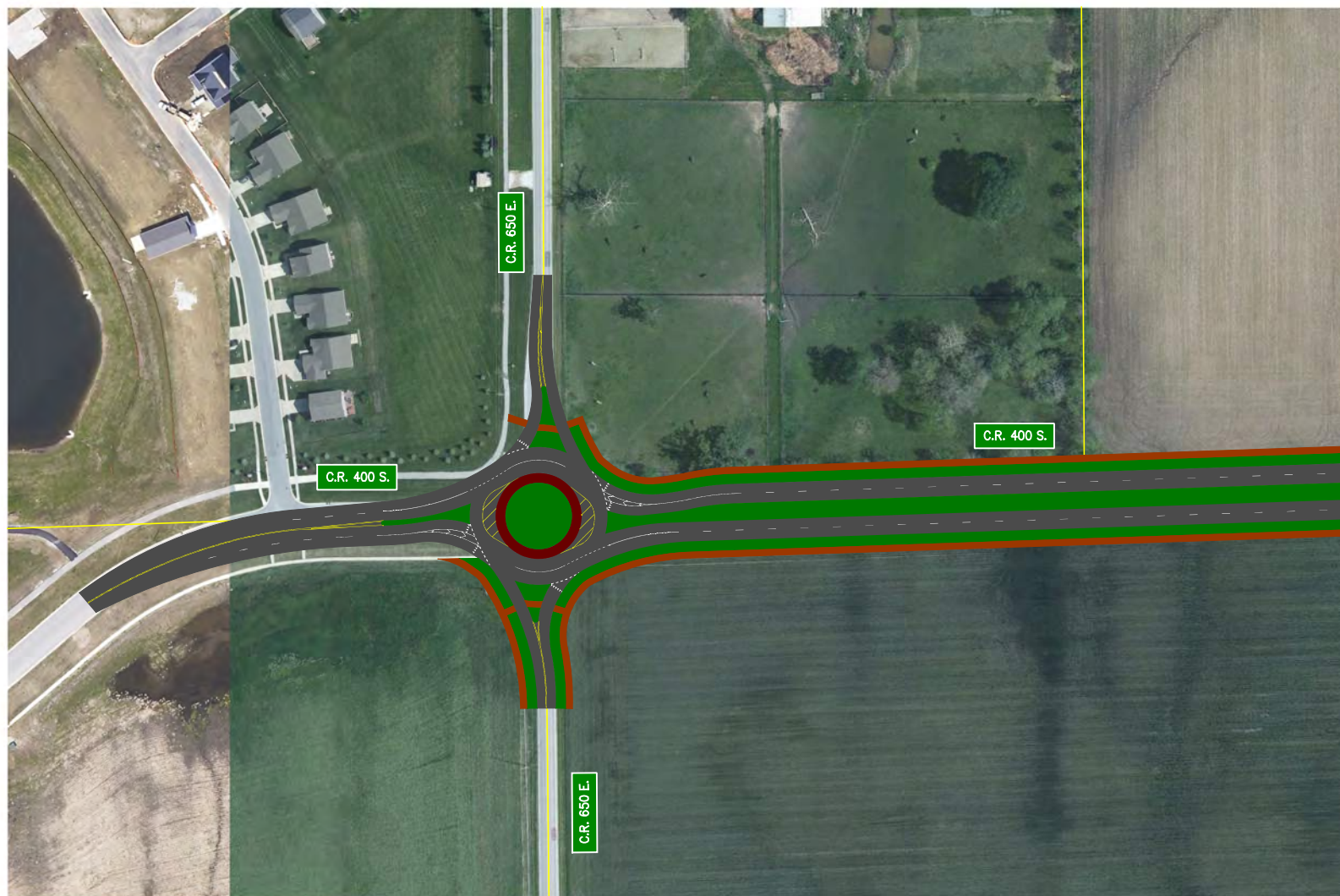
ATTACHMENT B

**AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2020-2021 STANDARD HOURLY RATES SCHEDULE**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from July 1, 2020, to June 30, 2021 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$300
Project Manager	\$240
Senior Engineer	\$190
Project Engineer	\$150
*Staff Engineer	\$105
Senior Planner	\$150
Project Planner	\$135
*Staff Planner	\$75
Senior Environmental Specialist	\$200
Environmental Specialist	\$140
*Staff Scientist	\$90
Senior Designer	\$190
*Designer	\$160
*Senior Technician	\$145
*Technician	\$105
*Researcher	\$110
Senior Registered Land Surveyor	\$185
Registered Land Surveyor	\$150
Staff Land Surveyor	\$110
*Senior Survey Crew Chief	\$175
*Survey Crew Chief	\$125
*Survey Crew Member (1)	\$85
*Resident Project Representative	\$145
*Construction Inspector	\$110
*Interns and Co-ops	\$65
Landscape Architect	\$130

*Rates for these classifications are subject to overtime premium of an additional 0.19 x hourly rate.



C.R. 400 S. & C.R. 650 E. INTERSECTION - FUTURE ROUNDABOUT LAYOUT

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DES. NO.:	SCALE:
PREPARED BY:	1" = 200'
DATE:	
CHECKED BY:	SHEET NO.:
DATE:	1 OF 1
JOB NO.:	